

## **EXHIBIT A**

NOU 21 2001 10:02 FR 11:11  
NOU 20 '01 14:13 FR HRIC

YES HAS HASNO TO B300017

# Agreement relating to intellectual property and confidentiality

# BNR

In consideration of my employment by Bell-Northern Research Ltd. or BNR INC. or BNR Limited, as the case may be (hereinafter called "the Company"), I agree to the following:

1. I am under no obligation to anyone, including a former employer, which is an impediment to my entering into this Agreement or which imposes any restrictions on the activities or duties which may be assigned to me from time to time by the Company.
2. I hereby assign to and waive in favour of the Company all my rights in and to all inventions, discoveries, improvements, designs, know-how, technical or commercial information, computer programs in any form, written materials, data bases, integrated circuit topologies, plans, diagrams, drawings, models, and other items, which I may conceive, develop or reduce to practice during the period of my employment with the Company and which:
  - (i) relate, directly or indirectly, to the Company's present or reasonably foreseeable business or research or development; or
  - (ii) result from any work performed by me for the Company; or
  - (iii) are created or made using any equipment, supplies, facilities, resources, or Confidential Information of the Company; whether or not they are made during or after working hours, on or off the Company's premises, or alone or with others.
3. I shall make prompt and full disclosure to the Company of any of the things covered in paragraph 2. During and subsequent to my employment, I shall sign documents, and provide such assistance, as may be required by the Company to obtain, maintain, enforce, protect or grant any rights which I have assigned to or waived in favour of the Company and which the Company may desire in respect of such things in all countries of the world.
4. I shall not (except as expressly permitted by the Company in writing) at any time during and subsequent to my employment with the Company:
  - (i) disclose, or authorize the disclosure, to anyone other than authorized officers or employees of the Company; or
  - (ii) use for non-Company purposes or other non-permitted purposes; any of the Company's Confidential Information or any other information disclosed to the Company by a third party in circumstances which oblige the Company to protect such information from unauthorized use and/or disclosure.
5. "Confidential Information" for the purposes of this Agreement shall mean all information, including trade secrets, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, of a business, planning, marketing, scientific, technical or other nature, that derives actual or potential value from not being generally known, or readily ascertainable.
6. I shall keep on the Company's premises (except when required elsewhere in connection with the conduct of the Company's business) and shall deliver to the Company upon termination of my employment, all things including models, circuits, instructions, drawings, notes, files, memoranda or other writings, software programs in source code or object code form, and magnetically or electronically stored information, which embody or contain any of the rights or information described in paragraphs 2 and 4 above. I further agree not to make or retain any copy, duplication, facsimile, reproduction or replication of the foregoing.
7. This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between me and the Company relating to the general subject matter addressed herein.
8. I shall at any time during and subsequent to my employment with the Company reaffirm this Agreement or execute such further or other agreements with respect to the general subject matter addressed herein as the Company, or an affiliate company (being Northern Telecom Limited's direct and indirect subsidiaries) may from time to time require.
9. In the event that my employment by the Company is succeeded by employment with an affiliate company, the terms of this Agreement apply until an agreement relating to this subject matter is signed with the affiliate company, and if I do not execute an agreement with such affiliate company relating to this subject matter, terms identical to those set forth in this Agreement shall apply immediately in favour of such affiliate company upon commencement of my employment and until such an agreement is executed with such affiliate company.

AGREED this 18<sup>th</sup> day of June, 1990.

Employee name (print)

Jeff Emery

Employee signature

*[Signature]*

## Notice to employees

### For employees mainly employed in the U.S.

The Agreement above, and any other assignment or offer to make an assignment to BNR INC. (hereinafter called the "Company"), of any of your rights in an invention does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on your own time, and (a) which does not relate (1) to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by you for the Company.

### For employees mainly employed in the United Kingdom

The Agreement above shall be subject to the provisions of Sections 39 to 43 of the Patents Act 1977 (United Kingdom) with respect to "inventions" (as that term is defined in the said Act), and made by you while mainly employed in the United Kingdom.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
Attorney Docket No. 71493-973

In re application of PAUL MARSH ET AL )  
 ) Art Unit: 2633  
Serial No.:10/017,413 )  
 ) Examiner:  
Filed :DECEMBER 18, 2001 )  
 )  
For : METHODS FOR EQUALIZATION OF A )  
 DWDM SYSTEM )  
 )

DECLARATION

Assistant Commissioner for Patents:  
Washington, D.C. 20231

Sir:

I, Angela Armstrong-Baker, of 400 Slater Street, Apt. 306, Ottawa, Ontario, Canada K1R 7S7,  
make oath and say:

- 1) I am a Patents Co-ordinator, employed by Fetherstonhaugh & Co., under which I am authorized to represent Smart & Biggar and Fetherstonhaugh & Co.
- 2) I assist James McGraw, agent representing the Applicants in United States Patent Application Serial Number 10/017,413. filed December 18, 2001, entitled "METHODS FOR EQUALIZATION OF A DWDM SYSTEM".
- 3) On April 22, 2002 I verified Mr. Emery's last-known address on the "canada411" website and I left a voicemail message for Mr. Emery. I received no response to the voicemail.
- 4) On May 1, 2002 I sent a package containing the Declaration and Assignment documents to Mr. Emery's last known address. In the accompanying letter, I reminded Mr. Emery of his

- 2 -

obligation to assign his rights to any invention while made under employment to Nortel Networks Limited as clearly specified in his former employment contract with Nortel Networks Limited. I also advised Mr. Emery to contact me if, for some reason, he was unable to sign the documents. A copy of my letter is attached hereto.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By

Angie Armstrong-Baker  
Angie Armstrong-Baker  
Smart & Biggar

Dated: June 18, 2002  
Ottawa, Ontario, Canada  
Tel: (613) 232 2486 ext. 396

# COPY

Angela Armstrong-Baker  
alarmstrongbaker@smart-  
biggar.ca

Ottawa file no. 71493-973

May 1, 2002

Mr. Jeff Emery  
51 Merner Avenue  
Nepean, Ontario  
K2J 3Z3

*VIA COURIER*

Dear Mr. Emery:

Re: United States Patent Application  
Serial No.: 10/017,413  
Applicant(s) PAUL MARSH, ET AL.  
Title: METHODS FOR EQUALIZATION OF A DWDM SYSTEM

Further to our letter dated July 20, 2001 and our April 22, 2002 voicemail message, we have not yet received the executed Declaration and Power of Attorney form and Assignment in connection with the above-identified patent application. The United States Patent and Trademark Office has now set a due date of May 19, 2002 in which to file these documents.

Kindly execute the attached forms where indicated and return via facsimile, if possible, in advance of the above due date. Should you require another copy of the application, please let us know. Please also return the original executed documents to us by local courier (charged to Smart & Biggar account number 5067).

If for some reason you are unable to sign the documents, please call Jim McGraw at (613) 232-2486 to discuss. Please note that your former employment contract with Nortel obligates you to assign the rights of any invention, made by while under their employment, to Nortel.

*Ottawa file no. 71493-973*

- 2 -

*May 1, 2002*

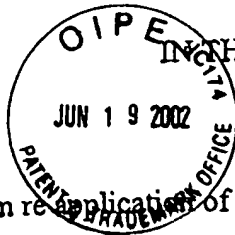
We look forward to receiving the signed documents back from you in advance of the above due date.

Yours very truly,

SMART & BIGGAR

Angela Armstrong-Baker  
Patents Co-ordinator

/s/s  
Encls.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
Attorney Docket No. 71493-973

In re application of PAUL MARSH ET AL

Serial No.: 10/017,413

Filed : DECEMBER 18, 2001

For : METHODS FOR EQUALIZATION OF A  
 DWDM SYSTEM

)  
 ) Art Unit: 2633  
 )  
 ) Examiner:  
 )  
 )  
 )  
 )

DECLARATION

Assistant Commissioner for Patents  
 Washington, D.C. 20231

Sir:

I, Allan Brett, of 177 Cameron Avenue, Ottawa, Ontario, Canada K1S 0X4, make oath and say:

- 1) I am a Patent Agent employed by Smart & Biggar and Fetherstonhaugh & Co.
- 2) I assist James McGraw, agent representing the Applicants in United States Patent Application Serial Number 10/017,413. filed December 18, 2001, entitled "METHODS FOR EQUALIZATION OF A DWDM SYSTEM".
- 3) I sent to Mr. Jeff Emery a letter by courier on June 3, 2002 indicating that if we did not receive the executed declaration and Power of Attorney form and the assignment in connection with the above noted application from him by June 14, 2002, that would constitute refusal by conduct of him to assign these documents. A copy of this letter is attached hereto.


I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these

- 2 -

statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By

  
Allan Brett Reg. No. 40,476  
Smart & Biggar

Dated: June 18, 2002  
Ottawa, Ontario, Canada  
Tel: (613) 232 2486 ext. 323



# COPY

Allan Brett  
abrett@smart-biggar.ca

Ottawa file no. 71493-973

June 3, 2002

Mr. Jeff Emery  
51 Mermer Avenue  
Nepean, ON K2J 3Z3

VIA COURIER

Dear Mr. Emery:

Re: United States Patent Application  
Serial No. 10/017,413  
Applicant: PAUL MARSH, ET AL  
Inventor: Paul Marsh, et al  
METHODS FOR EQUALIZATION OF A DWDM SYSTEM

Further to our letter of May 1, 2002, we have not yet received the executed Declaration and Power of Attorney form and the Assignment in connection with the above-noted application. Failure to return these to us by June 14, 2002 will constitute refusal by conduct of you to sign these documents.

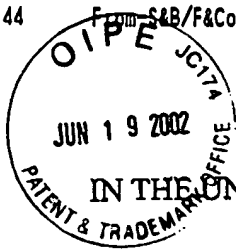
If you have any questions please do not hesitate to contact me. You can send the documents to us by courier or fax.

Yours very truly,

SMART & BIGGAR

Allan Brett

RAB:rid



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
Attorney Docket No. 71493-973

In re application of PAUL MARSH ET AL

Serial No.:10/017,413

Filed :DECEMBER 18, 2001

For : METHODS FOR EQUALIZATION OF A  
DWDM SYSTEM

)  
) Art Unit: 2633  
)  
) Examiner:  
)  
)  
)  
)  
)

DECLARATION

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

I, Christopher MacMillan, of 1821 Elmridge Drive, Ottawa, Ontario, Canada K1J 6S3, make oath and say:

- 1) I am the Ottawa Office Manager, employed by Fetherstonhaugh & Co., under which I am authorized to represent Smart & Biggar and Fetherstonhaugh & Co.
- 2) I assist James McGraw, agent representing the Applicants in United States Patent Application Serial Number 10/017,413. filed December 18, 2001, entitled "METHODS FOR EQUALIZATION OF A DWDM SYSTEM".
- 3) On June 5, 2001 I had a telephone discussion with (I believe) Mr. Emery's wife and June 26 and again on July 4 I left voicemail messages for Mr. Emery. I received no responses to the voicemails.
- 4) On July 20, 2001 I sent a package containing the Declaration and Assignment documents to Mr. Emery's last known address, which was verified on the "Canada411" website. In the


- 2 -

accompanying letter, I reminded Mr. Emery of his obligation to assign his rights to any invention while made under employment to Nortel Networks Limited as clearly specified in his former employment contract with Nortel Networks Limited. I also advised Mr. Emery to contact me if, for some reason, he was unable to sign the documents. A copy of my letter is attached hereto.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By

  
Chris C. MacMillan  
Smart & Biggar

Dated: June 19, 2002  
Ottawa, Ontario, Canada  
Tel: (613) 232 2486 ext. 316

# COPY



Chris C. MacMillan  
ccmacmillan@smart-biggar.ca

Ottawa file no. 71493-973

July 20, 2001

Jeff Emery  
51 Memer Ave.  
Nepean, Ontario  
K2J 3Z3

**BY COURIER**

Dear Mr. Emery:

Re: Proposed U.S. Patent Application corresponding to U.S. Provisional  
application 60/258,356 filed December 28, 2000  
Inventor: MARSH, PAUL ET AL  
Title: METHODS FOR EQUALIZATION OF A DWDM SYSTEM  
Nortel Ref: 13535ROUS02U

Further to our letter of February 9, 2001, my conversation with your wife (I believe) on June 5, 2001 and subsequent voicemail of July 4, 2001, enclosed herewith is another set of formal documents for execution for the above application. The documents include a "Combined Declaration and Power of Attorney" together with an assignment from you to Nortel Networks Limited. Please execute these documents as soon as possible and return them to me by August 20, 2001 at the latest. Please note that the date of execution of both documents should be inserted and, regarding the Assignment form, please note that it should also be signed by a witness.

Please check the Declaration and Assignment to ensure that the information contained therein is correct. If any information is incorrect, such as the spelling of your name, please mark the changes on both documents and initial the changes.

Please return the executed complete documents to me either by facsimile at 613 232 8440 (please then send the originals by regular mail) or by local courier (charged to Smart & Biggar):

Name: THE MAILROOM  
Telephone: 237-7700  
Smart & Biggar's account: 5067

*Ottawa file no. 71493-973*

- 2 -

*July 20, 2001*

If for some reason you are unable to sign the documents please call me (613 232-2486) to discuss. Please note that your former employment contract with Nortel obligates you to assign the rights of any invention, made by while under their employment, to Nortel.

We look forward to receiving the signed documents back from you in the near future. Please do not hesitate to contact the undersigned if you have any questions.

Yours very truly,

SMART & BIGGAR

Chris MacMillan  
Senior Patents Coordinator

/ccm

encl.